

## DECLARATION OF RESTRICTIONS FOR OTTER CREEK ESTATES

WHEREAS, J.H. GRAHAM, III, Trustee for Craig Graham and Patrick Graham, is the owner and developer of Otter Creek Estates, being described by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 499, and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that said restrictions and reservations be imposed on the property conveyed in said subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations, and,

NOW, THEREFORE, for and in consideration of the above premises, J.H. GRAHAM, III, Trustee for Craig Graham and Patrick Graham, impose upon Otter Creek Estates, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

### I. General Covenants and Restrictions for Otter Creek Estates:

1. The said property shall be used solely and only for single family residential purposes.
2. No building shall be constructed, owned or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two and one-half stories in height, with or without a basement and one additional building conforming to the main residence. No barns are permitted. Garage must be attached.
3. The dwelling structure shall contain a minimum of 2,000 square feet of heated floor space, exclusive of porches, basements, breezeways and attached garages.
4. The driveway to each residential dwelling shall be concrete, asphalt surface material, or any other type of hardtop surface. The garage entrance shall be to the side or rear of the dwelling structure as same relates to the road on which the dwelling structure faces.
5. The type of exterior architectural design, material and appearance of all structures constructed on any lot shall be uniform. All homes must be constructed of new material and be of quality workmanship. No concrete blocks are to be exposed to view. All roofs on all dwelling structures shall have pitch and not be completely flat. All roofs shall have at least six planes. Front and side elevations are to be brick with minimal stucco or dryrit accents.
6. Following the commencement of construction of the dwelling structure on the lot, the exterior of said structure should be completely finished within six (6) months from the date of such commencement of construction. The interior of

This instrument prepared by:  
LOONEY & LOONEY, ATTYS. (C-3)  
Crossville, Tennessee 38555  
Contracts/Otter Creek Estates Declaration of Restrictions

MAP 88  
PARCEL 14.00

the structure being constructed on any lot shall be completely finished within twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

7. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided further that they are kept up in such a way as not to violate any law or local ordinance.

9. No commercial activity of any kind can be carried on upon any of the lots.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in clean and sanitary containers and disposition of it shall be prompt. All sanitary containers shall be concealed from public view and from the roads in the development.

11. No obnoxious or offensive activity of any kind shall be carried on upon any lot.

12. Fencing of the front yard of any lot is prohibited. Backyards can be fenced provided that such fencing does not exceed the height of six (6) feet. All such fences shall be constructed in a uniform and workmanlike manner.

13. Swimming pools must be located in the backyard and shall be constructed below ground level. In the event the backyard is not fenced, the swimming pool must be fenced.

14. Tractors, trailers, tractor-trailer trucks, boats, motor homes and other like powered vehicles will be stored in the garage or out of sight as viewed from the street in front of the house. The parking of such vehicles in the driveway of the lot owner is permissible on a temporary basis to suit the convenience of the lot owner. Extended parking of any such vehicles in the driveway shall, however, not be permitted. Automobiles and other vehicles of guests and invitees shall be parked in the driveway of the lot owner and not parked in the streets unless space does not permit and then such parking in the streets will be done in a lawful manner and only for temporary periods of visitation to the lot owner.

15. No lot shall be subdivided to form a smaller lot; however, this shall not be construed so as to prevent resubdividing of lots to establish a larger lot.

16. No temporary buildings of any type or nature shall be maintained on any lot and no trailer, modular home, mobile home, motor home or any other type of movable home, basement, tent or garage shall be used at any time as a residence on any lot.

17. Easements for the installation, construction and maintenance of utilities are established and noted in the final plat.

18. In the event any lot is resubdivided to form a larger lot, the easements reserved along the original lot lines that are being changed or relocated as a result

of the resubdivision will automatically be extinguished and new utility easements established along the newly established dividing or side lines six (6) feet in width on either side of same; provided, however, that no utility installation has been made along the original lot line (s) being relocated as a result of the resubdivision.

19. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such manner as to minimize noise and safety concerns and should be located to the side or rear of home.

20. Lots shall be kept mowed and maintained so that they are not unsightly to normal sensibilities of other residents or owners surrounding the property.

21. No lot shall be used for purposes of ingress or egress to adjoining and contiguous properties.

22. No dwelling structure may be constructed closer than shown on plat at Plat Book 10, page 499.

## II. Additional General Covenants and Restrictions for Otter Creek Estates.

1. Invalidation of any of these covenants or restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

2. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

3. These covenants and restrictions herein set out shall only apply to the property included in the deed to which this schedule is made a part of. They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is contiguous or adjacent to said property or not, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements if any nature shall be deemed to arise or be created in favor of any lot owner (s), their respective heirs, successors, or assigns, as to any other property which the developer owns or may hereafter own within the vicinity of said property by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this declaration has been executed this

\_\_\_\_\_ day of \_\_\_\_\_, 2004.

**OWNER AND DEVELOPER FOR  
OTTER CREEK ESTATES:**

**OWNERS OF LOT 7 OTTER  
CREEK ESTATES, by virtue of  
Book 1106, page 1496**

\_\_\_\_\_  
**J.H. GRAHAM, Trustee for  
Craig Graham and Patrick Graham**

\_\_\_\_\_  
**PATRICK N. GRAHAM**

\_\_\_\_\_  
**ABBY G. GRAHAM**

State of Tennessee     )  
                                  )  
County of Cumberland    )

Before me, the undersigned authority, a Notary Public in an for said State and County, personally appeared **J.H. Graham, III, Trustee for Craig Graham and Patrick Graham** the within named bargainer with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

State of Tennessee     )  
                                  )  
County of Cumberland    )

Before me, the undersigned authority, a Notary Public in an for said State and County, personally appeared **Patrick N. Graham and Abby G. Graham**, the within named bargainers with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_